

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSAL
SPECIFICATION NO. 06-042**

The City of Lincoln intends to move, rehabilitate and sell three (3) houses and invites you to submit a sealed proposal for:

**Moving, Remodeling and Marketing of
Three (3) Houses in the Antelope Valley Area
Said houses are referred to as the Triplets**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, January 25, 2006**, in the office of the Purchasing Agent, 440 S. 8th Street, Suite 200, K-Street Complex, Lincoln, Nebraska 68508. Proposals will be publicly opened reading only the names of those submitting proposals not their fees, in the Purchasing Conference Room.

An open house/walk thru is scheduled for Thursday, January 19, 2006 from 1:00 to 4:00 p.m. at 125 North 22nd Street. After the walk through there we will move on to each of the other houses. If you are interested in attending the open house you must contact the Purchasing Office on or before Tuesday January 17, 2006 at 402-441-8314 or vmejer@ci.lincoln.ne.us

Contractors should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for it to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL
SPECIFICATION NO. 06-042**

PROPOSAL OPENING TIME: 12:00 NOON

DATE: Wednesday, January 25, 2006

The undersigned contractor agrees to purchase from the City the below listed item for the performance of this Specification for unit price listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any contractor to receive any addendum or interpretation of the specifications shall not relieve the contractor from any obligations specified in the proposal request. All addenda shall become part of the final contract document.

SCHEDULE

MOVE, REMODEL AND, MARKETING OF THE TRIPLETS

1. Move Houses, Lump Sum Fee. \$_____
2. Rehabilitate all three houses. Materials cost as approved by the Project Manager & paid for by the City.
 - 2.1 Hourly rate _____ Number of Employees _____
 - 2.2 Overhead _____
 - 2.3 Profit _____
3. Marketing all three houses:
Percent of sales price _____ or Flat Fee \$_____

The undersigned signatory represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED PROPOSAL FOR SPEC. 06-042**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

E-MAIL ADDRESS

DATE OF REMOVAL

**MOVE, REHABILITATION AND MARKETING
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. PROCEDURE

- 1.1 Prices shall be submitted on the Proposal Form included in these documents.
- 1.2 Each proposal must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the contractor; and be signed in ink by the contractor.
- 1.3 A proposal by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a proposal for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving proposals will be rejected.
- 1.6 Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a fee on an item-by-item basis. Proposal documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.7 All proposal prices, alternate terms and any other conditions proposed by the contractor must be submitted in their entirety in writing and attached to the Proposal Form.
- 1.8 Any loading, weighing or any other labor or expense involved in the transport of the property shall be the responsibility of the successful contractor.

2. CONTRACTOR'S SECURITY

- 2.1 Contractor's security, as a guarantee of good faith, in the form of a certified check or cashier's check in the amount of **five (5%) percent of the total amount of proposal** must be submitted with the Proposal Form.
- 2.2 Such bid security will be returned to the unsuccessful contractors when the award of proposal is made.
- 2.3 If successful contractor fails to make full payment within the time specified, contractor will forfeit the proposal security and the City of Lincoln may cancel the proposal acceptance and to award to another firm.

3. CONTRACTOR'S REPRESENTATION

- 3.1 Each contractor represents that the contractor has read and understands the specification documents, and the proposal has been made in accordance therewith.
- 3.2 Each contractor certifies that the prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor prior to proposal opening directly or indirectly to any other contractor or to any competitor; no attempt has been made, or will be made, by the contractor to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.

4. PROPOSAL EVALUATION AND AWARD

- 4.1 No proposal shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving proposals, and each contractor so agrees in submitting the proposal.
- 4.2 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 4.3 The City reserves the right to accept or reject any or all proposals; to request rebids; to award proposals item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in proposals; such as shall best serve the requirements and interests of the City.
- 4.4 The property will be available immediately upon notification of award of proposal.

5. LAWS

- 5.1 The Laws of the State of Nebraska shall govern the rights, obligations and remedies of the Parties under this proposal and any agreement reached as a result of the award of proposal.

6. DISCLAIMER

- 6.1 The property is being offered for moving, rehab. and marketing is "as-is, where-is" basis.
- 6.2 The City of Lincoln makes no warranty, guarantee or representation of any kind, either expressed or implied, as to the condition, utility or usability of the property offered.

MOVE, REHABILITATION AND MARKETING OF THREE (3) HOMES
URBAN DEVELOPMENT DEPARTMENT
125, 135 AND 145 North 22nd. REDEVELOPMENT PROJECT

1. GENERAL

- 1.1 The City of Lincoln, Department of Urban Development is requesting proposals to move, rehabilitate and market three homes, also known as the triplets, located in the Antelope Valley Project.
- 1.2 The houses are located at 125, 135 and 145 North 22th Street, Lincoln, Nebraska.
- 1.3 Because of the ongoing work with this Redevelopment Project, any proposal to move the houses to the new location along North 15th Street, must develop a travel plan, which must be approved by the City.
- 1.4 The new location for these homes are 1425, 1437 and 1441 North 15th Street
- 1.5 The selected contractor shall move these homes in accordance with the approached recommended in the "moving Historic Buildings" (John Cutis, 1979, American Association of State and Local History.
- 1.6 Said move shall be in consultation with the Nebraska State Historic Preservation Offices by a professional mover who has the capacity to move Historic Structures properly.
- 1.7 The Contractor will be responsible for demolition of the foundation, footings and any other structure, or for backfilling after removal of the dwellings.
- 1.8 The homes will be relocated to a neighborhood that is in or near the Salt Creek flood plain.
- 1.9 The City is currently remapping the Salt Creek flood plain.
 - 1.9.1 It is the City's intent the new site and improvements meet or exceed the new flood plain regulations.
- 1.10 The successful contractor shall work with the Urban Development Department to write a detailed plan to do one or more or all three phases of this project.

2. SITE VISITATION

- 2.1 Prospective contractors shall visit the site and make an inspection of the dwelling prior to placing their proposal.
- 2.2 An open house/walk thru is scheduled for Thursday, January 19, 2006 from 1:00 p.m. at 125 North 22nd Street.
 - 2.2.1 **If you intend on attending the open house you must contact the City Purchasing Agent on or before Tuesday , January 17, 2006 at 402-441-8314 or vmejer@ci.lincoln.ne.us.**
- 2.3 Upon placing proposal, it shall be construed that the site has been visited and the dwellings inspected to the satisfaction of the contractor and that existing conditions within the structure have been considered, which may include lead paint.
- 2.4 No other arrangements for a site visit will be made.

3. CODES, REGULATIONS AND PERMITS

- 3.1 The successful contractor shall apply and pay for any and all fees required for permits to relocate the dwelling and abandonment of utilities following all applicable State, County and City codes and regulations that are currently in force.
- 3.2 Route of transport must be pre-approved by the appropriate government agency, with permits for such transport and relocation.
- 3.3 The successful contractor shall work with City Planning, Urban Development, Building and Safety and other Departments as necessary to complete this project.

4. SELECTION CRITERIA

- 4.1 If competitive proposals are submitted, the following criteria will be considered in the selection process:
 - 4.1.1 Price
 - 4.1.2 Relocation plan
 - 4.1.3 Rehab. of structures
 - 4.1.4 Timing of the project.

- 4.1.5 Marketing strategy
- 4.1.6 Comprehensive approach
- 4.1.7 Experience

5. RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

- 5.1 Successful contractor shall move the houses from foundation and transport them to their new sites.
 - 5.1.1 Prior to moving, the successful contractor shall remove the Bathroom additions on each house.
- 5.2 Also, prior to moving the contractor shall prepare the new sites to receive them.
- 5.3 The new foundations shall be built with flow through crawl space.
 - 5.3.1 Finished first floor must be a minimum of one (1) foot above projected new flood plain level.
 - 5.3.2 It is the City's intention the new sites and improvements meet or exceed the new flood plain regulations.
 - 5.3.3 The City also intends on meeting the no net rise guidelines.
- 5.4 Once the homes are on their new foundations and secured, the remodeling can start.
 - 5.4.1 Furnace, water, air conditioning and electrical must all be minimum of one foot above flood plain per Lincoln Code and properly insulated against the elements.
 - 5.4.2 Finished appearance of the home must be similar in elevation to the existing site on North 22nd Street.
 - 5.4.3 The exterior of all homes shall be scraped and repainted with a minimum of one primer coat and one finish coat of white paint approved by the City.
 - 5.4.4 Any replacement of exterior siding or trim will be with like material in consultation with State Historic Preservation Office (SHPO).
 - 5.4.5 Doors and windows on all homes are to be replaced with like replacements.
 - 5.4.5.1 Said replacements will be determined in conjunction with SHPO
 - 5.4.6 There shall be a new double garage and drive way constructed at each location as approved by the Project Manager.
 - 5.4.7 All roofs shall be replaced with appropriate material which shall be determined in conjunction with SHPO.
 - 5.4.8 Landscaping and sidewalks shall be installed per specifications approved by the Project Manager.
 - 5.4.9 Contractor shall work with SHPO to construct new bathrooms, laundry and first floor additions on all three homes.

6. DISCLOSURE STATEMENT

- 6.1 Successful contractor shall acknowledge all existing contamination that remains with the dwelling and take full responsibility thereafter.
- 6.2 It is assumed there is a lead based paint in the dwelling but no testing was performed.

7. SITE CLEAN UP

- 7.1 Any debris, resulting from removal of the structure shall be removed from both site and properly disposed of.
- 7.2 Site shall be left in an acceptable condition to the Urban Development of County/City Property Management Department.

8. INSURANCE REQUIREMENTS

- 8.1 Successful contractor's House Mover shall provide proof of insurance.
- 8.2 Contractor shall provide insurance as required for all City contracts (Attached)
- 8.3 The contractor shall secure and protect the homes from damage prior to and during the move.
- 8.4 The contractor shall secure and protect the homes from damage up to the time they are sold and occupied at the new locations.

9. PAYMENT

- 9.1 Payments shall be paid as each phase or portions of them are approved and completed.
- 9.2 Contractor must send itemized statement for each request.

10. COMPLETION DATE

- 10.1 All work shall be completed in two (2) phases.
 - 10.1.1 Phase one is removal of all three houses by July 1, 2006
 - 10.1.1.1 This includes removal of basements and anything on the sites or buried on the site, including tree stumps, and bushes.
 - 10.1.1.2 The site shall be filled and compacted, cleaned, graded and sowed with grass.
 - 10.1.2 Phase two is the rehabilitation of all three houses by December 31, 2006
 - 10.1.2.1 This includes new garages, driveways, sidewalks landscaping, first floor addition, and other improvements.
 - 10.1.3 Phase three shall be the final sale of each house.

11. MISCELLANEOUS INFORMATION

- 11.1 The contractor can decide to do demolition of the interior, to include but not limited to, plaster and lath, plumbing, electrical, etc., either on their existing site or the new sites.
- 11.2 Contractor is responsible for the removal of all trash created by this demolition no matter which site is chosen to demolish.

12. REQUEST FOR INFORMATION

- 12.1 All questions regarding this specification must be made in writing to the following:

Vince M. Mejer, Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street
Lincoln, NE 68508
Email: vmejer@ci.lincoln.ne.us
FAX: (402) 441-6513

- 12.2 All questions must be received in the Purchasing Division no later than, Friday January 20, 2006, to allow adequate time to prepare an addendum to mail to all know specification holders.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

| Coverage | Listing | Min Amt | Notes |
|-----------------------------|---------------------------|-----------|---------------|
| Worker's Comp. | | | |
| | State | Statutory | |
| | Applicable Federal | Statutory | |
| Employer's Liability | | | |
| | Bodily Injury by accident | \$500,000 | each accident |
| | Bodily Injury by disease | \$500,000 | each employee |
| | Bodily Injury | \$500,000 | policy limit |

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

| Coverage | Min Amt | Notes |
|-----------------------------------|-------------|----------------|
| General | \$2,000,000 | Aggregate |
| Products and Completed Operations | \$2,000,000 | Aggregate |
| Personal and Advertising Injury | \$1,000,000 | |
| Each Occurrence | \$1,000,000 | |
| Fire Damage Limit | \$ 100,000 | any one fire |
| Medical Damage Limit | \$ 10,000 | any one person |

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.